

# Iowa Department of Transportation

## PURCHASING PROPOSAL

### Standard Terms and Conditions

**Contents of Contract:** The entire contents of this proposal shall become a part of the contract or purchase order. In case of a discrepancy between the contents of the contract documents, the following items listed by descending order shall prevail:

- Addendums
- Purchasing Proposal/Schedule of Prices
- Specifications, Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

For example, if there is a statement in the specifications that contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply.

**Preparation of Proposal:** All proposals must be completed in every respect and must clearly answer all questions contained in the proposal. Bids must be typed or completed in ink on the forms supplied by the department. **You must sign your bid and seal it in the envelope.** Bids must be received prior to the bid opening date and time. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery

**Proposal Guaranty:** If required, a proposal guaranty, in the sum listed on the proposal form, can be supplied in one of the following ways: (1) A certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union, may be certified furnished with your bid. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed, without qualifications, to the Iowa DOT by the bidder or his authorized agent. (2) An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guaranty requirement. A properly completed and signed copy of the Proposal Guaranty (Form 131071) must accompany the bid. The Iowa DOT's Proposal Guaranty form must be used, no other forms or formats will be accepted.

**Bid Opening:** Bid Openings are public and conducted at the Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned unopened.

**Debarment and Vendor Suspension:** By submitting a proposal, the contractor is certifying that it and its Principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.

**Communications:** Questions concerning this proposal should be directed to the Purchasing Agent listed on the Purchasing Proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.

**Acceptance/Rejection:** The State of Iowa reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgement of the Iowa DOT. The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.

**Method of Award:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.

**Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e", Iowa Administrative Code.

**Bid Results & Disclosure:** A bid tabulation will be sent to all responsive bidders with an award recommendation indicated. At the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.

**Contracts:** Successful contractor(s) may be sent either a formal Contract or a Notification of Award as confirmation of acceptance and award. Contracts shall be for the term stated on the Proposal and may be extended for additional period(s) under the same terms and conditions upon mutual agreement. The contractor may not assign the contract to another party without written authorization from the Office of Procurement and Distribution.

**Pricing and Discount:** Unit prices shown on the bid/proposal shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated on the request. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

**Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.

*Faxed bids will not be accepted.*

**Payment Terms:** The Iowa DOT will normally pay properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT, must reference the purchase order number, and be submitted for processing.

**Quality:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.

**Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. When bidding recycled items or alternatives, note on your bid the recycled content, if known.

**Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.

**Default:** Failure of the contractor to adhere to specified delivery schedules or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of this contract.

**Ames Deliveries:** Materials delivered to the Distribution Center's Receiving Section, 800 Lincoln Way, Ames, IA shall be delivered between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to locations other than the Distribution Center, the contractor may wish to contact the destination location for available times to deliver, as some Iowa DOT offices and locations work a non-standard work week.

**Delivery:** Deliveries shall be F.O.B. destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicated the vendor, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the contractor. No collect or C.O.D. deliveries will be accepted. When entering into a contract, the contractor shall notify the freight company that all freight and delivery charges are to be prepaid by the contractor. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from this contract.

**Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Any legal action relating to the contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

**Administrative Rules:** For Additional details on the rules governing the actions of the Office of Procurement and Distribution refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".

**Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.

**Affirmative Action:** The contractor (and also subcontractor, vendor, or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.

**Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of materials.

**Interest in Contract:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, See Code of Iowa 314.2.

**Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of this contract.